

Amendment 210

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 210 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 3rd day of July, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to perform the work to extend the sales period (end date) for Retail monthly passes on the Call Center Website (CCW) and the Wireless Portable Customer Service Terminal (WPCST). This work is more fully described in Change Request CR-070317 *Extending the Sales Period for Retail Passes*, v4.0.
- C. The parties agree that the work necessary to implement the CCW and WPCST change to the Retail pass sales end date will be performed and compensated as described below.

Section 1.0 Description of Work

The Contractor will perform all the work necessary to extend the end date for Retail monthly pass sales on the CCW and WPCST. The Contractor will:

- 1.1 Implement the changes to extend the sales period for Retail monthly passes only to the last day of each month
- 1.2 The change is limited to "Supervisor" users only on the Call Center and "Supervisor" and "Lead" at the WPCST
- 1.3 The change is to be implemented only on the CCW and WPCST
- 1.4 On the CCW, there is to be no check against the "15th" rule
- 1.5 The Contractor will update the following documentation:
 - (a) SEA-01539 ORCA Call Center Website Functional Specification v24.0 (or the current version at the time the Work is performed)
 - (b) SEA-00538 Product Business Rules v18.0 (or the current version at the time the Work is performed)

Section 2.0 Schedule

2.1 The Contractor will complete the Work described in Section 1.0 in MR 19 during the "Promote to Production" (PP) phase. PP is currently anticipated to start on September 14, 2012 and end on September 21, 2012. The Work schedule may be modified accordingly with any changes to the PP schedule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 210

To perform the work necessary to extend the Retail monthly pass sales period on the CCW and WPCST. Invoices for this will be split as shown below: <ul style="list-style-type: none">• KCM @ 36%• Regional Team @ 64% TOTAL	(KCM) \$8,133 (RT) <u>\$14,459</u> \$22,592
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two hundred and Ten shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 6/28/12

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: July 3, 2012